New Contract Perm. Stavale

98-068TO

NorCal Engineering

SOILS AND GEOTECHNICAL CONSULTANTS 10641 HUMBOLT STREET LOS ALAMITOS, CA 90720 (562)799-9469 FAX (562)799-9459

June 1, 1998

Project Number 5936-96

Boeing Realty Corporation 4060 Lakewood Boulevard, 6th Floor Long Beach, California 90808-1700

Attn: Mr. Steve Bisset M. Stavale

RE: Proposal For Services - Limited Soils Investigation - Proposed Reconstruction of Francisco Street, from Western Avenue to Harborgate Way, in the City of Los Angeles, California

Dear Mr. Bisset:

Pursuant to your request, this proposal to perform a limited soils engineering investigation at the above referenced location is hereby submitted. The purpose of this investigation is to evaluate the geotechnical conditions beneath the existing roadway and provide recommendations for repavement of the referenced street. A geotechnical engineering report will present the findings of our study along with conclusions and recommendations for development.

The investigation will include site reconnaissance, shallow subsurface geotechnical exploration and sampling, laboratory testing, engineering analysis and preparation of a soils engineering report. The scope of services will not include fees for any subsequent construction inspections, testing, county or city plan reviews or additional reports other than described herein. In addition, this will not include costs for toxic or hazardous waste analysis.

## Field Investigation

The investigation will consist of approximately three borings by a drill rig to a maximum depth of 10 feet or refusal at accessible locations on the property. The locations of the borings will be placed as strategically as possible to coincide with the proposed area of development. All excavations will be backfilled with cuttings from the explorations and capped with temporary asphalt patch. All underground utilities shall be located and visibly marked by owner prior to the field investigation, unless other arrangements for locating services by this firm are made.

The client shall obtain all necessary permits, access agreements, including but not limited to, private road or site access and permission to conduct work.

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# **Laboratory Tests**

The laboratory testing will contain, but not be limited to the following tests:

- Analysis and Classification
- In-Place Moisture/Density Tests
- Maximum Dry Density Tests
- R-Value Tests (2)

Our laboratory tests will enable us to provide you with soils engineering analysis to determine pavement design and grading requirements.

## Fees

Our fee for performing these geotechnical services at the subject site shall not exceed Two Thousand Two Hundred Fifty-Five Dollars (\$2,255.00). The following is a breakdown of our services:

Drill Rig (5 hrs @ \$85/hr)	\$425.00
Field Engineer (4 hrs @ \$70/hr)	\$280.00
Field Technician (4 hrs @ \$55/hr)	\$220.00
Laboratory Analysis (6 hrs @ \$55/hr)	\$330.00
R-Value Tests	\$650.00
Engineering Calculations & Report	\$350.00
TOTAL AMOUNT	\$2,255.00

Additional expense may be incurred for deeper or supplementary exploratory borings if warranted by our initial investigation. Client shall be notified in advance of any additional charges and no additional work will be performed without written authorization by client. Any additional time needed for drilling will be charged at a hourly basis. The required drilling, testing and report will be performed in accordance with and utilizing the normal amount of care as generally accepted throughout the soils/geotechnical industry.

Payment shall be due within 30 days of date of invoice. If payment is delinquent for more than 30 days, a 11/2% interest rate, per month, will be added to the charges. Reasonable attorney fees will be added if legal action is necessary to collect the outstanding balances.

If all conditions presented in this proposal are acceptable, please sign below and return one copy to NorCal Engineering. All necessary lien information (see attached form) must also be provided by client prior to commencement of work on the project. These fees are valid for a maximum period of 90 days from the date of this proposal.

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We appreciate this opportunity to be of service to you. If you have any further questions, please do not hesitate to contact the undersigned.

Respectfully submitted, NORCAL ENGINEERING

YUU

Mark Burkholder Project Manager

Proposal and attached conditions accepted.

Date

8/28/48

(Please sign and return one copy. Work will not commence until receipt of signed proposal and lien information.)

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<u>LIEN INFORMATION</u>
(Must be completed in full prior to commencement of project)

Property Owner:	
Address:	
Phone Number:	
Lender:	
Address:	
Phone Number:	
General Contractor:	
Address:	
Phone Number:	
Send Invoices to:	
Address:	
Phone Number:	
Fax Number:	

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## CONDITIONS

# Right of Entry

The client will provide for right of entry of NorCal Engineering's (NCE) personnel, and any other personnel and all equipment necessary in order to complete the work. NCE will take all reasonable precautions to minimize any damage to the property however, it is understood by Client that in the normal course of work, some damage may occur, the correction of which is not part of this agreement.

#### **Utilities**

In the prosecution of its work, NCE will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold NCE harmless for any damage to subterranean structures which are not called to NCE's attention and fully and accurately described and located on the plans furnished.

#### Invoices

NCE will submit invoices to Client as stated in the proposal, or periodically, and a final invoice will be submitted upon completion of our services. All retainers are held for credit of the final invoice.

#### Indemnification

NCE shall indemnify, defend and hold Client harmless from any and all claims, liabilities and causes of actions for injury to or death of any person, or for damage to or destruction of tangible property resulting from the sole negligent acts of NCE.

NCE and Client mutually agrees to indemnify and hold harmless each other from any and all claims, liabilities, cause of action for injury to or death of any person, or for damage to or destruction of tangible property resulting from the negligent acts or omissions of any contractors, subcontractors or consultants retained by or under the direction and control of that party.

#### Standard of Care

Services performed by NCE under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession providing similar services at the same time under similar conditions and locality.